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8 **UNITED STATES DISTRICT COURT**  
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 WILLIAM GUTIERREZ,

11 Plaintiff,

12 v.

13 UNITED TECHNOLOGIES  
14 CORPORATION; GOODRICH  
CORPORATION; UTC  
15 AEROSPACE SYSTEMS; and  
HAMILTON SUNDSTRAND, and  
16 DOES 1 through 25, inclusive,

17 Defendants.

CASE NO.: '15CV2825 BEN RBB

COMPLAINT FOR DAMAGES AND  
INJUNCTIVE RELIEF FOR  
VIOLATION OF THE FAMILY AND  
MEDICAL LEAVE ACT AND THE  
CALIFORNIA LABOR CODE,

JURY TRIAL DEMANDED

18  
19 Plaintiff William Gutierrez alleges:

20 **PARTIES**

21 1. Plaintiff is a resident of the County of San Diego, State of California.

22 2. Plaintiff is informed and believes, and upon that basis alleges, defendant  
23 United Technologies Corporation ("United Technologies") is a corporation  
24 incorporated in Delaware with its business headquarters in Hartford, Connecticut.  
25 Defendant United Technologies provides high-technology products and services to  
26 the building systems and aerospace industries worldwide and operates through six  
27 business segments. On or about July 26, 2012, defendant United Technologies  
28 acquired defendant Goodrich Corporation ("Goodrich") pursuant to a merger

1 agreement dated September 21, 2011. As a result of the acquisition, defendant  
2 Goodrich became a wholly-owned subsidiary of defendant United Technologies.  
3 Following the completion of the acquisition, in 2012, defendant United Technologies  
4 combined its Hamilton Sundstrand unit with Goodrich to form a new segment named  
5 UTC Aerospace Systems.

6 3. Plaintiff is informed and believes, and upon that basis alleges, defendant  
7 UTC Aerospace Systems ("UTAS"), formerly Goodrich and Hamilton Sundstrand, is  
8 a corporation doing business in this district and unit and subsidiary of defendant  
9 United Technologies (NYSE: UTX), with its corporate headquarters in Charlotte,  
10 North Carolina, and with its Aerostructures business unit headquarters in Chula Vista,  
11 California. Defendant UTAS is one of the world's largest suppliers of technologically  
12 advanced aerospace and defense products.

13 4. Plaintiff is informed and believes, and upon that basis alleges, defendant  
14 Hamilton Sundstrand ("Hamilton Sundstrand") is a corporation with its business  
15 headquarters in Farmington, Connecticut.

16 5. Plaintiff is informed and believes, and upon that basis alleges, defendant  
17 Goodrich is a corporation with its business headquarters in Farmington, Connecticut.

18 6. At all material times herein, plaintiff was an employee of defendants  
19 United Technologies Corporation, UTC Aerospace Systems, and Goodrich  
20 Corporation, and Hamilton Sundstrand (collectively, "Goodrich/UTC" or  
21 "defendants") at the Chula Vista, California location in the Aerostructures Group. On  
22 or about June 16, 1986, plaintiff was hired by defendant UTAS' predecessor  
23 Goodrich and worked in its Aerostructures Group as an Assembler, Tube Bender and  
24 then Development Technician. Following defendant United Technologies' acquisition  
25 of Goodrich on or about July 2012 and Goodrich's subsequent merger with Hamilton  
26 Sundstrand to form defendant UTAS, on or about 2012 and through plaintiff's  
27 termination on or about March 11, 2014, plaintiff was an employee of defendant  
28 UTAS in its Aerostructures Group as a Development Technician.

1           7.     Ken Lung (“Lung”), is, and at all times herein mentioned was, plaintiff’s  
2 Supervisor/Team Leader at the Chula Vista, California business headquarters from on  
3 or about February 2014 through plaintiff’s termination. At all times herein mentioned  
4 Lung was the agent and employee of defendant UTAS and, in doing the things  
5 hereinafter alleged, was acting within the course and scope of such agency and  
6 employment. Earl Glover (“Glover”), is, and at all times herein mentioned was,  
7 plaintiff’s Supervisor at the Chula Vista, California business headquarters on or about  
8 June 2012 through plaintiff’s transfer to a new supervisor. At all times herein  
9 mentioned Glover was the agent and employee of defendant UTAS and, in doing the  
10 things hereinafter alleged, was acting within the course and scope of such agency and  
11 employment.

12           8.     Jim Beckstrom (“Beckstrom”), is, and at all times herein mentioned was,  
13 plaintiff’s Manager at the Chula Vista, California business headquarters from on or  
14 about February 2014 through plaintiff’s termination. At all times herein mentioned  
15 Beckstrom was the agent and employee of defendant UTAS and, in doing the things  
16 hereinafter alleged, was acting within the course and scope of such agency and  
17 employment.

18           9.     Nevia Anderson (“Anderson”), is, and at all times herein mentioned was,  
19 the Human Resources Manager for defendant UTAS at the Chula Vista, California  
20 business headquarters. At all times herein mentioned Anderson was the agent and  
21 employee of defendant UTAS and, in doing the things hereinafter alleged, was acting  
22 within the course and scope of such agency and employment.

23           10.    Laura Arnie (“Arnie”), is, and at all times herein mentioned was, the  
24 Human Resources Personnel Control for defendant UTAS at the Chula Vista,  
25 California business headquarters. At all times herein mentioned Arnie was the agent  
26 and employee of defendant UTAS and, in doing the things hereinafter alleged, was  
27 acting within the course and scope of such agency and employment.

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1           11. There exists, and at all times herein mentioned there existed, a unity of  
2 interest and ownership between defendant United Technologies and defendant UTAS,  
3 such that any individuality and separateness between defendant United Technologies  
4 and defendant UTAS have ceased, and defendant UTAS is the alter ego of defendant  
5 United Technologies in that defendant UTAS is the agent of defendant United  
6 Technologies and defendant United Technologies controlled and dominated the  
7 business affairs of defendant UTAS. Adherence to the fiction of the separate  
8 existence of the defendant United Technologies as an entity distinct from defendant  
9 UTAS would permit an abuse of the limited liability company privilege and would  
10 sanction fraud or promote injustice. At all relevant times herein mentioned, defendant  
11 United Technologies' leadership structure includes executive officers of defendant  
12 UTAS and also former executive officers of defendants Goodrich and Hamilton  
13 Sundstrand. Defendant United Technologies' Form 10-k, Annual Report Pursuant To  
14 Section 13 or 15(D) of the Securities Exchange Act of 1934, filed for all relevant  
15 times herein, provides that: "All of the officers serve at the pleasure of the Board of  
16 Directors of United Technologies Corporation or the subsidiary designated."

17           12. There exists, and at all times herein mentioned there existed, a unity of  
18 interest and ownership between defendants Goodrich Corporation and Hamilton  
19 Sundstrand and defendant UTC Aerospace Systems, such that any individuality and  
20 separateness between defendants Goodrich Corporation and Hamilton Sundstrand and  
21 defendant UTC Aerospace Systems have ceased, and defendants Goodrich  
22 Corporation and Hamilton Sundstrand and defendant UTC Aerospace Systems are the  
23 alter ego of defendant UTC Aerospace Systems in that defendants Goodrich  
24 Corporation and Hamilton Sundstrand controlled and dominated the business affairs  
25 of defendant UTC Aerospace Systems. Plaintiff Earnings Statement at the time of  
26 plaintiff's termination, on or about March 11, 2014, and the subsequent month were  
27 issued on Hamilton Sundstrand's letterhead with Hamilton Sundstrand's corporate  
28 address. Plaintiff Earnings Statement the month preceding the time of plaintiff's

1 termination, on or about March 11, 2014, was issued using Goodrich's letterhead and  
2 corporate address. Plaintiff "Request For Status Change Within Bargaining Unit" was  
3 issued on Goodrich's letterhead and signed by plaintiff's supervisor Lung, an  
4 employee of defendant UTAS, on or about February 26, 2014. In 2013 and 2014,  
5 plaintiff's "Employee Change Request" forms requesting accommodations were  
6 prepared using both "Rohr, Inc., a UTC Aerospace Systems Company" and  
7 "Goodrich Aerostructures" letterheads with signatures of Human Resources  
8 Representatives and Team Leaders who at all relevant times herein were employees  
9 of defendant UTAS. Plaintiff "Separation Check-Out," providing the reason for  
10 plaintiff's termination, issued at the time of plaintiff's termination, on or about March  
11 11, 2014, contains the "Goodrich Aerostructures" letterhead.

12 13. Plaintiff does not know the true names of defendants DOES 1 through  
13 25 and therefore sues them by those fictitious names. Plaintiff is informed and  
14 believes, and on the basis of that information and belief alleges, that each of those  
15 defendants was in some manner legally responsible for the events and happenings  
16 alleged in this complaint and for plaintiff's damages. The names, capacities, and  
17 relationships of DOES 1 through 25 will be alleged by amendment to this complaint  
18 when they are known.

19 14. Plaintiff is informed and believes and on such information and belief  
20 alleges that defendants, and each of them, including defendants DOES 1 through 25,  
21 including Anderson, Arnie, Lung, and Beckstrom, at all times herein mentioned were  
22 the agents, employees, servants, joint venturers, and/or co-conspirators of the  
23 remaining defendants, and were acting in the course and scope of such agency,  
24 employment, joint venture, and/or conspiracy; that defendants, and each of them,  
25 were doing the things herein alleged, were the actual and/ or ostensible agents of the  
26 remaining defendants, and were acting within the course and scope of this agency;  
27 and that each and every defendant, as alleged, when acting as a principal, was  
28 negligent in selecting, hiring, supervising, and continuing the employment of each

1 and every defendant as an agent, employee, or joint venturer; and/or that these  
 2 defendants approved, supported, participated in, authorized, and/or ratified the acts  
 3 and/or omissions of these employees, agents, servants, conspirators, and/or joint  
 4 venturers.

5 15. From June 16, 1986 to March 11, 2014, plaintiff was an “employee” of  
 6 defendants within the meaning of the Family and Medical Leave Act of 1993  
 7 (“FMLA”) (29 U.S.C. § 2611(3); 29 U.S.C. § 203(e)).

### 8 **JURISDICTION AND VENUE**

9 16. This action involves application of the Family and Medical Leave Act of  
 10 1993 (“FMLA”), 29 U.S.C. § 2601 et seq. This court has jurisdiction of this action  
 11 pursuant to 29 U.S.C. § 2617 and 28 U.S.C. § 1331.

12 17. The claims asserted in this action arose within this district and the  
 13 wrongful conduct, unlawful employment practices, and discriminatory actions alleged  
 14 herein occurred in this district. Venue of this action is proper pursuant to 29 U.S.C. §  
 15 2617 and 28 U.S.C. § 1391.

16 18. This court should exercise supplemental jurisdiction over the state  
 17 claims pled herein, under 28 U.S.C. § 1367, because they are so related to the claims  
 18 in the action over which this Court has original, subject matter jurisdiction, that they  
 19 arise from the same case or controversy under Article III of the United States  
 20 Constitution, i.e., from the same discriminatory and retaliatory instances giving rise  
 21 to the federal claims.

### 22 **COMMON ALLEGATIONS**

23 19. At all material times herein, plaintiff was an “eligible employee” as that  
 24 term is defined in the FMLA, 29 U.S.C. § 2611(2)(A), in that plaintiff had been  
 25 regularly employed by defendant UTAS for at least 12 months and worked at least  
 26 1,250 hours during the previous 12-month period.

27 20. At all material times herein, defendant UTAS has continuously been an  
 28 “employer” within the meaning of the FMLA, 29 U.S.C. § 2611(4)(A), engaged in

1 interstate commerce and regularly employing more than fifty employees within  
2 seventy-five miles of plaintiff's workplace.

3 21. Pursuant to 29 U.S.C. § 2612(a)(1)(C) and 29 C.F.R. § 825.201, an  
4 eligible employee is entitled to FMLA leave if needed to care for the employee's  
5 parent with a serious health condition. Pursuant to 29 U.S.C. § 2612(a)(1)(C) and 29  
6 C.F.R. § 825.201, plaintiff was entitled to FMLA leave in order to care for plaintiff's  
7 parents with serious health conditions.

8 22. For nearly 27 years, from June 16, 1986 through plaintiff's termination  
9 on or about March 11, 2014, plaintiff worked for defendant UTAS, and its  
10 predecessor Goodrich, in the Aerostructures Group as an Assembler, Tube Bender,  
11 and then Development Technician.

12 23. On or about June 16, 1986, plaintiff was hired by defendant UTAS'  
13 predecessor Goodrich and worked in its Aerostructures Group as an Assembler, Tube  
14 Bender and then Development Technician. Plaintiff was promoted to Development  
15 Technician on or about 2010/2012. On or about 2010/2012, plaintiff successfully  
16 passed the valve part test, thereby signifying a high level of mechanical aptitude and  
17 knowledge, and was chosen to work on the elite new Boeing 787 Program as a  
18 Development Technician. Shortly, thereafter, plaintiff was promoted to the title of  
19 Lead Man/Person. Plaintiff was consistently praised for his performance and  
20 recognized by plaintiff's director at the time, Harold Rhodes, as the best mechanic in  
21 the Program and as "the best of the best."

22 24. At the time of defendant United Technologies' acquisition of Goodrich  
23 on or about July 2012 and Goodrich's subsequent merger with Hamilton Sundstrand  
24 to form defendant UTAS, on or about 2012, and through plaintiff's termination on or  
25 about March 11, 2014, plaintiff continued to work as an employee for defendant  
26 UTAS in its Aerostructures Group as a Development Technician. At the time of the  
27 merger of defendants, on or about July 2012 (the "Merger"), plaintiff was the last  
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1 remaining mechanic at the company who had worked on the Boeing 787 Program  
2 from its inception.

3 25. Plaintiff is informed and believes that beginning July 2012, after the  
4 Merger and through plaintiff's termination on or about March 11, 2014, defendant  
5 UTAS used plaintiff's taking leave under the Family and Medical Leave Act  
6 ("FMLA") as a negative factor in employment actions, including plaintiff's  
7 termination on or about March 11, 2014.

8 26. Plaintiff is informed and believes that beginning July 2012, after the  
9 Merger and through plaintiff's termination on or about March 11, 2014, defendant  
10 UTAS subjected plaintiff to adverse employment actions because of plaintiff's taking  
11 leave under the FMLA.

12 **Plaintiff's Leave Under the Family And Medical Leave Act**

13 27. Beginning on or about 2009 through plaintiff's termination on or about  
14 March 11, 2014, plaintiff applied for and was granted FMLA leave for purposes of  
15 accommodating plaintiff's work schedule to provide direct care to plaintiff's parents  
16 with serious health conditions.

17 28. Beginning on or about 2009 through on or about 2012, plaintiff applied  
18 for and was granted FMLA leave for purposes of accommodating plaintiff's work  
19 schedule to provide direct care to plaintiff's mother. Beginning on or about 2012, it  
20 became necessary for plaintiff to take medical leave to also provide direct care for  
21 plaintiff's father with a serious health condition. Beginning on or about 2012 through  
22 plaintiff's termination on or about March 11, 2014, plaintiff applied for and was  
23 granted FMLA leave for purposes of accommodating plaintiff's work schedule to  
24 provide direct care to both of plaintiff's parents affected by serious health conditions.

25 29. From on or about 2009 through plaintiff's termination on or about March  
26 11, 2014, plaintiff renewed his application for FMLA leave each calendar year. For  
27 each FMLA leave accommodation request, plaintiff gave defendants, including

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1 defendant UTAS after the Merger, appropriate notice of his need to be absent from  
2 work.

3 30. From on or about 2009 through plaintiff's termination on or about March  
4 11, 2014, plaintiff was approved under FMLA leave for an accommodated work  
5 schedule that permitted him to perform all of his duties as Development Technician  
6 and to provide direct care to plaintiff's parents with serious health conditions.  
7 Throughout plaintiff's employment, plaintiff submitted to defendants, including  
8 defendant UTAS after the Merger, "Employee Change Request" forms requesting  
9 transfers in shifts and/or departments for purposes of accommodating plaintiff's  
10 schedule to care for his parents with serious health conditions.

11 31. From 2009 through July 2012, plaintiff was accommodated with  
12 flexibility in his schedule, such as the ability to arrive later to work. During this  
13 period, plaintiff submitted "Employee Change Request" forms requesting a transfer  
14 from first shift (6:30 a.m. to 3:00 p.m.) to second shift (3:30 p.m. to 11:30 p.m.) to  
15 care for his parents with serious health conditions. During this period, plaintiff's  
16 supervisors accommodated plaintiff's FMLA leave requests by assigning plaintiff for  
17 second shift and permitting flexibility in his schedule.

18 **Defendants' Interference with Plaintiff's FMLA Rights**

19 32. Plaintiff is informed and believes that after on or about July 2012, at the  
20 time of the Merger, and through plaintiff's termination on or about March 11, 2014,  
21 defendant UTAS denied, ignored, or intentionally delayed approval of plaintiff's  
22 requests for an accommodated work schedule, including transfer in shifts and/or  
23 departments, that permitted him to perform all of his duties as Development  
24 Technician and to provide direct care to plaintiff's parents with serious health  
25 conditions.

26 33. Defendant UTAS considered plaintiff's FMLA leave as a negative factor  
27 in its decision to terminate him.

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1       34. Defendant UTAS failed to assist plaintiff with tracking his FMLA leave.  
2 During plaintiff's last year of employment, plaintiff had six supervisors and only one  
3 of plaintiff's supervisors assisted him with tracking his FMLA leave.

4       35. After on or about July 2012, the time of the merger of defendants,  
5 defendant UTAS was aware that plaintiff was assigned second shift, that plaintiff was  
6 granted FMLA leave to care for his parents, and that a first shift assignment posed a  
7 financial burden for plaintiff. After the merger, plaintiff was assigned new  
8 supervisors and despite knowledge of plaintiff's FMLA leave accommodation needs,  
9 plaintiff's new supervisors, acting on behalf of defendant UTAS, placed plaintiff on  
10 first shift which interfered with plaintiff's ability to perform all of his duties as  
11 Development Technician and to provide direct care to plaintiff's parents with serious  
12 health conditions.

13       36. On or about October 2013, plaintiff again submitted an "Employee  
14 Change Request" form requesting that plaintiff be transferred from first shift to  
15 second shift to care for his parents with serious health conditions. Plaintiff's  
16 "Employee Change Request" form submitted to defendant UTAS in October 2013  
17 was "lost" by plaintiff's supervisor at the time. Defendant UTAS failed to notify  
18 plaintiff about the approval status of plaintiff's "Employee Change Request" form  
19 submitted to defendant in October 2013.

20       37. On or about February 2014, plaintiff was moved to a new department  
21 and under the supervision of supervisor Ken Lung, plaintiff was assigned the menial  
22 duty of dusting shelves and was told by Lung that the department did not have second  
23 shift available for plaintiff and did not have any work for plaintiff but dusting  
24 shelves. On several occasions, Lung would tell plaintiff to go "take care of your  
25 FMLA stuff," direct him to continue dusting shelves, exhibited a negative attitude  
26 towards plaintiff, and intentionally hide or avoid interacting with plaintiff.

27       38. On or about February 2014, plaintiff submitted an "Employee Change  
28 Request" form to plaintiff's new supervisor Lung requesting that plaintiff be

1 transferred from first shift to second shift in another department to care for his parents  
2 with serious health conditions. The transfer request was approved and signed by  
3 plaintiff's new supervisor Lung. Lung then told plaintiff to continue dusting shelves.

4 39. On or about February 2014, manager Dave McCarty ("McCarty"), of a  
5 different department, offered plaintiff an open spot on second shift in his department.  
6 McCarty told plaintiff's current supervisor, Lung, that he wanted plaintiff to transfer  
7 to his department to perform the duties of Development Technician. In response,  
8 Lung verbally approved McCarty's request for plaintiff to submit an "Employee  
9 Change Request" form to Human Resources requesting that plaintiff be transferred to  
10 second shift in McCarty's department. Lung then told plaintiff to continue dusting  
11 shelves. Plaintiff then walked with McCarty to the office of Arnie, the Human  
12 Resources Personnel Control representative for defendant, and met with Arnie to  
13 submit the transfer request.

14 40. On or about March 3, 2014, Lung told plaintiff to meet with Arnie with  
15 Human Resources due to a question about plaintiff's request for transfer and stated  
16 that if he wanted to transfer, he would need to take a pay cut. Plaintiff met with Arnie  
17 and Lung and agreed to the pay cut. After which, Arnie had plaintiff initial and  
18 approve the transfer request with a pay cut.

19 41. After approving plaintiff's request for transfer with a pay cut, Defendant  
20 UTAS retracted its approval of plaintiff's "Employee Change Request" form on or  
21 about March 11, 2014.

22 42. Plaintiff's taking of FMLA-protected leave constituted a negative factor  
23 in defendant's decision to terminate him. At plaintiff's termination, plaintiff was  
24 subjected to discriminatory actions and comments on the basis of plaintiff's FMLA  
25 leave by the actions and comments of defendant UTAS Human Resources Manager  
26 Nevia Anderson and defendant UTAS Human Resources Personnel Control  
27 representative Arnie.

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1        43.        On or about March 11, 2014, defendants, acting through defendant  
2 UTAS Human Resources Manager Anderson and defendant UTAS Human Resources  
3 Personnel Control representative Arnie, arranged a meeting with plaintiff and  
4 plaintiff's supervisor and union representative during which plaintiff was questioned  
5 and falsely accused of missing workdays with the intention of terminating his  
6 employment, denied accommodations under the FMLA, accused of not having  
7 FMLA leave, and plaintiff's employment was terminated.

8        44.        On or about March 11, 2014, defendant UTAS Human Resources  
9 Manager Anderson and defendant UTAS Human Resources Personnel Control  
10 representative Arnie, directed for plaintiff to attend two separate meetings on the  
11 same day. Anderson and Arnie deliberately failed to inform plaintiff the reason for  
12 the meetings, that other persons besides plaintiff would be in attendance, and the  
13 identity of the other attendees in an effort to deprive plaintiff of his FMLA leave  
14 rights by falsely claiming plaintiff was absent from work when plaintiff was actually  
15 at work on the days identified by Anderson and Arnie.

16        45.        On or about March 11, 2014 morning, defendant UTAS Human  
17 Resources Manager Anderson and defendant UTAS Human Resources Personnel  
18 Control Arnie, directed for plaintiff to attend a meeting that same morning. When  
19 plaintiff arrived at the meeting with defendant UTAS' Human Resources  
20 Representatives as directed, plaintiff discovered that plaintiff's former supervisor and  
21 former manager were also invited to and present at the meeting with Anderson and  
22 Arnie. During the meeting, plaintiff's former supervisor and former manager stated to  
23 Anderson and Arnie that they did not know why they were called into this meeting.  
24 Anderson then stated to plaintiff that the meeting was being rescheduled to 2:00 p.m.  
25 that same day and directed for plaintiff to attend.

26        46.        On that same day, on or about March 11, 2014 at 2:00 p.m., plaintiff  
27 attended the second meeting with Anderson and Arnie as directed by Anderson and  
28 Arnie on behalf of defendant UTAS. When plaintiff arrived at the meeting with

1 defendant UTAS' Human Resources Representatives as directed, plaintiff discovered  
2 that plaintiff's current supervisor at the time, Lung, and the union representative for  
3 plaintiff's union were also invited to and present at the second meeting with  
4 defendant UTAS' Human Resources Representatives. However, plaintiff's former  
5 supervisor and former manager were not present at this meeting.

6 47. At the second meeting, on or about March 11, 2014 at 2:00 p.m.,  
7 defendant Human Resources Manager Anderson, acting on behalf of defendant  
8 UTAS, stated to plaintiff that plaintiff's request for transfer to second shift was being  
9 denied because plaintiff had missed too much time at work. Anderson's statement  
10 that plaintiff had missed too much time at work was false. During this meeting,  
11 Anderson also falsely stated to plaintiff and plaintiff's present supervisor and union  
12 representative that plaintiff did not have FMLA leave.

13 48. Plaintiff then informed Anderson that plaintiff had FMLA leave  
14 coverage for both parents. In response, Anderson falsely claimed to plaintiff and  
15 plaintiff's present supervisor and union representative that plaintiff had missed three  
16 days of work when defendant UTAS, acting through Anderson and its other  
17 managing agents, knew that plaintiff was actually at work on the days identified by  
18 Anderson and plaintiff had never missed a day of work with no call in while  
19 employed for defendant UTAS.

20 49. At the second meeting, on or about March 11, 2014 at 2:00 p.m.,  
21 Anderson stated to plaintiff and plaintiff's present supervisor and union  
22 representative that plaintiff had a no call in for three days. Anderson then identified  
23 the three dates for which Anderson claimed plaintiff had a no call in. In response,  
24 plaintiff explained to Anderson that plaintiff was actually at work on the days  
25 identified by Anderson and plaintiff has never missed a day of work, and provided  
26 Anderson with documentation indicating that plaintiff was at work on the days  
27 identified by Anderson.

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1        50.        Upon plaintiff's documentation indicating that plaintiff was at work on  
2 the days claimed as missed, Anderson then represented to plaintiff and plaintiff's  
3 present supervisor and union representative that plaintiff's no call in was for a  
4 different set of three days than those initially represented by Anderson only minutes  
5 prior. One of the dates identified by Anderson was a date that fell on the weekend.  
6 Plaintiff's position did not require plaintiff to work on weekends. In response,  
7 plaintiff explained to Anderson that plaintiff was actually at work on this set of days  
8 identified by Anderson, that one of the dates identified was on the weekend, and that  
9 plaintiff had never missed a day of work. Plaintiff also provided Anderson with  
10 documentation indicating that plaintiff was at work on the days identified by  
11 Anderson

12        51.        Immediately thereafter, Anderson terminated plaintiff on the spot in  
13 front of plaintiff's present supervisor and union representative without explanation.

14        52.        Anderson then demanded that plaintiff turn plaintiff's badge and official  
15 professional stamp in to her immediately. Anderson told plaintiff: "Give me your  
16 badge and stamp." Anderson then stated to plaintiff's present supervisor and union  
17 representative that they needed to walk plaintiff "straight out right now." Anderson  
18 stated that plaintiff was not permitted to stop anywhere on the company premises and  
19 was to be escorted out immediately.

20        53.        Anderson refused to allow plaintiff to stop at the union office with his  
21 union representative despite plaintiff's union representative's request to stop at the  
22 union with plaintiff. In response to the request, Anderson stated: "No. You have to  
23 walk straight out."

24        54.        After terminating plaintiff, on or about March 11, 2014, defendants  
25 falsely reported in plaintiff's "Separation Check-Out" that plaintiff's termination of  
26 employment was due to violation of company policy. Plaintiff's "Separation Check-  
27 Out" stated that plaintiff's last day of work is March 11, 2014. plaintiff's "Separation

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1 Check-Out” was issued on defendant Goodrich’s letterhead and entered, dated, and  
2 signed on or about March 11, 2014 by defendant UTAS’ employee.

3 55. In addition to the aforementioned conduct, plaintiff’s taking of FMLA-  
4 protected leave constituted a negative factor in defendant UTAS’ decision in other  
5 employment actions.

6 56. After on or about July 2012, the time of the merger of defendants,  
7 defendant UTAS demoted plaintiff from the title of lead man and replaced plaintiff  
8 with an employee who was less skilled, knowledgeable, and experienced than  
9 plaintiff.

10 57. Towards the end of plaintiff’s employment, defendant UTAS denied  
11 plaintiff brand new tools provided to other similarly situated employees, which made  
12 it extremely difficult, if not impossible, to do plaintiff’s job as Development  
13 Technician.

14 58. Beginning on or about July 2012, the time of the merger of defendants,  
15 and through plaintiff’s termination on or about March 11, 2014, defendant UTAS  
16 gave plaintiff, adverse job assignments, drastically reduced plaintiff’s job  
17 responsibilities and duties, and reassigned plaintiff to menial or degrading work,  
18 including dusting shelves, and tasks that duplicated other employees’ efforts and were  
19 not commiserate with plaintiff’s experience, knowledge and skills. Defendant UTAS  
20 denied plaintiff assignment of duties and responsibilities given to other similarly  
21 situated employees who were less skilled, knowledgeable, and experienced than  
22 plaintiff. Defendant UTAS transferred plaintiff’s job responsibilities and duties  
23 employees who were less skilled, knowledgeable, and experienced than plaintiff,  
24 making it necessary for plaintiff to fix mistakes of other similarly situated employees  
25 in carrying out these duties and responsibilities.

26 59. Beginning on or about July 2012, the time of the merger of defendants,  
27 and through plaintiff’s termination on or about March 11, 2014, defendant UTAS  
28 denied plaintiff promotions and raises provided to similarly situated employees who



1 were less skilled, knowledgeable, and experienced than plaintiff, including refusing  
2 to promote plaintiff to supervisor, promoting other similarly situated employees who  
3 were less skilled, knowledgeable, and experienced than plaintiff to supervisor  
4 positions, and assigning plaintiff to nine different supervisors with less skill,  
5 knowledge, and experience than plaintiff over the span of one year and eight months.  
6 When plaintiff asked for a promotion to lead man or supervisor, defendant UTAS  
7 denied plaintiff a promotion.

8 60. Plaintiff was part of a homecare giver union. Plaintiff's coworkers would  
9 often approach plaintiff for guidance and information on FMLA leave. Plaintiff is  
10 informed and believes that beginning on or about July 2012, the time of the merger of  
11 defendants, and through plaintiff's termination on or about March 11, 2014,  
12 defendant UTAS encouraged coworkers to not speak with plaintiff or seek  
13 information on FMLA from plaintiff. Beginning after the merger of defendants,  
14 plaintiff was shunned daily by both management, supervisors, and coworkers.  
15 Plaintiff's coworkers stopped asking plaintiff questions about FMLA leave. At least  
16 once a day, plaintiff's supervisors, including Lung, management, and coworkers  
17 would avoid plaintiff or ignore plaintiff. On several occasions, when an employee  
18 would ask plaintiff about FMLA leave, upon seeing a member of defendant UTAS'  
19 management team, the employee would away from plaintiff.

20 61. Management for defendant UTAS made unwelcoming remarks directed  
21 towards plaintiff, such as comments to plaintiff about plaintiff's taking FMLA leave  
22 in a negative manner, including by plaintiff's supervisor Lung, and plaintiff's  
23 supervisor Glover yelling at plaintiff to get off and hang up the phone during a call  
24 plaintiff received regarding an emergency related to plaintiff's parents.

25 62. Management for defendant UTAS ignored complaints from plaintiff  
26 regarding unwelcoming remarks directed towards plaintiff from other employees for  
27 defendant UTAS, such as Glover dismissing plaintiff's complaints to Glover  
28 regarding comments about plaintiff's taking FMLA leave in a negative manner,

1 including a comment by plaintiff's lead person on or about August/September 2012  
 2 to plaintiff stating "don't think you can just leave when you to, we are here to work,"  
 3 "if you are not here, you do not get paid" and that plaintiff was the reason the  
 4 company was losing money.

5 63. Management for defendant UTAS, including plaintiff's supervisor Lung,  
 6 isolated, ostracized and alienated plaintiff from other employees in the department by  
 7 assigning plaintiff tasks that separated and physically distanced plaintiff from  
 8 interaction with other similarly situated employees, such as assigning plaintiff menial  
 9 tasks, including dusting shelves, in areas of the work premises located away from that  
 10 of plaintiff's peers.

11 64. Defendants' discriminatory actions against plaintiff constituted unlawful  
 12 interference in employment with an employee's right to take unpaid leave from work  
 13 under the Family and Medical Leave Act, in violation of the Family and Medical  
 14 Leave Act, 29 U.S.C. § 2601, et seq.

15 65. Defendants' discriminatory actions against plaintiff constituted unlawful  
 16 discrimination in employment on account of an employee's exercise of his or her  
 17 right to take unpaid leave from work under the Family and Medical Leave Act, in  
 18 violation of the Family and Medical Leave Act, 29 U.S.C. § 2601, et seq.

### 19 **FIRST CAUSE OF ACTION**

#### 20 **(Interference With Right to Take Leave in Violation of Family and Medical** 21 **Leave Act, 29 U.S.C. § 2601, et seq., Against All defendants)**

22 66. The allegations set forth in paragraphs 1 through 65 are realleged and  
 23 incorporated herein by reference.

24 67. Plaintiff's taking of FMLA-protected leave constituted a negative factor  
 25 in defendant UTAS' decision in terminating plaintiff and other employment actions.

26 68. The Family and Medical Leave Act of 1993 ("FMLA"), 29 U.S.C. §  
 27 2615(a)(1), makes it "unlawful for any employer to interfere with, restrain, or deny  
 28 the exercise of or the attempt to exercise, any right provided under [the FMLA]."

1        69.        At all material times herein, FMLA was in effect and pursuant to 29  
2 U.S.C. § 2611(4)(A)(ii)(I) imposed liability on covered employers and “any person  
3 who acts directly or indirectly in the interest of the employer to any of the employees  
4 of such employer” for interfering, restraining, or denying the exercise of, or attempt  
5 to exercise, any right provided under FMLA pursuant to 29 U.S.C. § 2615(a)

6        70.        The FMLA, 29 U.S.C. § 2615(a)(2), also makes it “unlawful for any  
7 employer to discharge or in any other manner discriminate against any individual for  
8 opposing any practice made unlawful by [the FMLA].”

9        71.        Defendant UTAS interfered, restrained, or denied the exercise of, or  
10 attempt to exercise, plaintiff’s rights under FMLA.

11        72.        Plaintiff is informed and believes, and on that basis alleges, that there  
12 was an “entitlement to leave” as defined in the FMLA, 29 U.S.C. § 2612(a)(1), and  
13 that plaintiff was denied his entitlement to leave as prescribed in FMLA.

14        73.        Defendant UTAS interfered with the exercise of plaintiff’s right to  
15 unpaid leave in that defendant UTAS denied plaintiff benefits plaintiff was entitled to  
16 under the FMLA by terminating plaintiff’s employment.

17        74.        Beginning July 2012, after the merger of defendants, and through  
18 plaintiff’s termination on or about March 11, 2014, defendant UTAS’ interference,  
19 restraint, or denial of the exercise of, or attempt to exercise plaintiff’s rights under  
20 FMLA included interference with and denial of plaintiff’s right to benefits plaintiff  
21 was entitled to under the FMLA, including denying plaintiff’s “Employee Change  
22 Request” forms requesting transfer in shifts and/or departments to care for his parents  
23 with serious health conditions, losing plaintiff’s “Employee Change Request” forms,  
24 intentionally delaying approval of plaintiff’s “Employee Change Request” forms,  
25 denying plaintiff’s right to a medically necessary reduced work schedule, denying  
26 plaintiff’s right to FMLA, unjustified notice of defendant UTAS’ intent not to  
27 reinstate plaintiff to his former or comparable position, unjustified refusal to reinstate

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1 plaintiff to his former or comparable position, and ordering plaintiff not to take  
2 FMLA leave.

3 75. As a proximate result of plaintiff's taking of FMLA leave, defendants  
4 denied plaintiff benefits plaintiff was entitled to under the FMLA. As a proximate  
5 result of plaintiff's taking of FMLA leave, on or about March 11, 2014, defendants  
6 arranged a meeting with plaintiff and plaintiff's supervisor and union representative  
7 during which plaintiff was questioned and falsely accused of missing workdays with  
8 the intention of terminating his employment and terminated plaintiff's employment  
9 on March 11, 2014 at this meeting.

10 76. Defendants, and its agents and supervisors, failed to prevent  
11 interference, restraint, or denial of the exercise of, or attempt to exercise plaintiff's  
12 rights under FMLA.

13 77. After terminating plaintiff, on or about March 11, 2014, defendants  
14 falsely reported in plaintiff's "Separation Check-Out" that plaintiff's termination of  
15 employment was due to violation of company policy. Plaintiff's "Separation Check-  
16 Out" was issued on defendant Goodrich's letterhead and entered, dated, and signed  
17 by an employee of defendant UTAS. Per the statements in Plaintiff's "Separation  
18 Check-Out," defendant Hamilton Sundstrand issued plaintiff his final paycheck.

19 78. Defendants' discriminatory actions against plaintiff constituted unlawful  
20 interference in employment with an employee's right to take unpaid leave from work  
21 under the Family and Medical Leave Act, in violation of the Family and Medical  
22 Leave Act, 29 U.S.C. § 2601, et seq., and has resulted in damage and injury to  
23 plaintiff as alleged herein.

24 79. As a proximate result of defendants' discriminatory actions, as alleged  
25 above, plaintiff has been harmed in that plaintiff has suffered the loss of the wages,  
26 salary, benefits, and additional amounts of money plaintiff would have received if  
27 plaintiff had not been terminated by defendant UTAS, including retirement benefits.

28 ///

1 As a result of such discrimination and consequent harm, plaintiff has suffered such  
2 damages in an amount according to proof.

3 80. As a further proximate result of defendants' discriminatory actions, as  
4 alleged above, plaintiff has been harmed in that plaintiff has suffered the intangible  
5 loss of such employment-related opportunities as experience in the position held by  
6 plaintiff. As a result of such discrimination and consequent harm, plaintiff has  
7 suffered such damages in an amount according to proof.

8 81. No adequate remedy exists at law for the injuries suffered by plaintiff  
9 herein, insofar as the employment opportunity that defendants have denied to plaintiff  
10 cannot be secured absent injunctive relief. If this court does not grant injunctive relief  
11 of the type and for the purpose specified below, plaintiff will suffer irreparable injury.  
12 Therefore, plaintiff requests the following injunctive relief: reinstatement in  
13 plaintiff's former position.

14 82. Pursuant to 29 U.S.C. §2617(1)(A)(i)(I), Plaintiff is entitled to any  
15 wages, salary, employment benefits, or other compensation denied or lost to such  
16 employee by reason of the violation.

17 83. Pursuant to 29 U.S.C. §2617(1)(A)(ii), plaintiff requests that the court  
18 award plaintiff interest on the amount of all wages, salary, employment benefits, or  
19 other compensation denied or lost to such employee by reason of the violation  
20 amount, calculated at the prevailing rate.

21 84. Pursuant to 29 U.S.C. §2617(1)(A)(iii), plaintiff is entitled to an  
22 additional amount as liquidated damages equal to the sum of the amount described in  
23 wages, salary, employment benefits, or other compensation denied or lost to such  
24 employee by reason of the violation and the interest on this amount.

25 85. Pursuant to 29 U.S.C. §2617(1)(B), plaintiff is entitled such equitable  
26 relief as may be appropriate, including employment, reinstatement, and promotion.

27 86. Pursuant to Pursuant to 29 U.S.C. §2617(3), plaintiff is entitled to  
28 reasonable attorney's reasonable attorney's fee, reasonable expert witness fees, and

1 other costs of the action. Plaintiff has incurred and continues to incur legal expenses  
 2 and attorney fees. Plaintiff is presently unaware of the precise amount of these  
 3 expenses and fees and prays leave of court to amend this complaint when the amounts  
 4 are more fully known.

## 5 **SECOND CAUSE OF ACTION**

6 **(Discrimination in Violation of Family and Medical Leave Act, 29 U.S.C. § 2601,**  
 7 **et seq., Against All defendants)**

8 87. The allegations set forth in paragraphs 1 through 86 are realleged and  
 9 incorporated herein by reference.

10 88. Plaintiff was discriminated against for exercising the right to unpaid  
 11 leave under the FMLA.

12 89. Plaintiff was subject to an adverse employment action because of  
 13 plaintiff's taking leave under the Family and Medical Leave Act. At all times herein  
 14 mentioned, plaintiff was qualified for the position of Development Technician for  
 15 defendant UTAS in that plaintiff was consistently praised for his performance,  
 16 recognized as a top employee, and was the only mechanic left at the company who  
 17 worked on the Boeing 787 program from its inception. On or about March 11, 2014,  
 18 after a significant period of wholly satisfactory, competent, and diligent performance  
 19 to the profit of the defendant, plaintiff was notified by defendant UTAS that his  
 20 employment was being terminated because of a claim that plaintiff had missed three  
 21 workdays. defendant UTAS' claim that plaintiff was being terminated because  
 22 plaintiff had a no call in for three days, however, was a pretext designed to conceal  
 23 defendant UTAS' practice of discriminating against plaintiff on the basis of his  
 24 exercising the right to unpaid leave under the Family and Medical Leave Act.

25 90. Defendants stated that plaintiff's termination of employment was due to  
 26 violation of company policy. This reason is a pretext for discrimination on account of  
 27 plaintiff's FMLA leave, in that inconsistent explanations were provided by  
 28 defendants for the termination decision; others similarly situated to plaintiff were not



1 terminated; and statements of hostility or bias were made toward plaintiff. Defendant  
2 UTAS improperly denied plaintiff accommodations under the FMLA leave based on  
3 a trivial action and used that purported violation of company policy as pretext for  
4 firing him. Defendant UTAS treated plaintiff less favorably because he was on leave.  
5 Plaintiff was at work on the days identified by defendant UTAS as plaintiff had never  
6 missed a day of work and provided defendant UTAS with documentation  
7 substantiating plaintiff's perfect attendance. Other employees with tardiness were not  
8 disciplined or terminated.

9 91. Plaintiff's exercise of his rights under FMLA was a determinative factor  
10 in defendants' adverse treatment of plaintiff. Beginning July 2012, after the merger of  
11 defendants, and through plaintiff's termination on or about March 11, 2014,  
12 defendant UTAS subjected plaintiff to the adverse employment actions set forth in  
13 Paragraphs 92 through 115, 117, and 118, because of plaintiff's taking leave under  
14 the Family and Medical Leave Act.

15 92. Denial of benefits plaintiff was entitled to under the FMLA, including  
16 denying plaintiff's "Employee Change Request" forms requesting transfer in shifts  
17 and/or departments to care for his parents with serious health conditions, losing  
18 plaintiff's "Employee Change Request" forms, intentionally delaying approval of  
19 plaintiff's "Employee Change Request" forms, denying plaintiff's right to a  
20 medically necessary reduced work schedule, denying plaintiff's right to FMLA,  
21 unjustified notice of defendants' intent not to reinstate plaintiff to his former or  
22 comparable position on his return from leave, unjustified refusal to reinstate plaintiff  
23 to his former or comparable position on his return from leave; and ordering plaintiff  
24 not to take FMLA leave;

25 93. Refusal to assist plaintiff with accommodations under the FMLA;

26 94. Denial of benefits afforded other similarly situated employees, including  
27 promotions, raises, retirement package, and reimbursements for mandatory travel  
28 expenses;



1        95.        Denial of the same tools provided to other similarly situated employees,  
2 such as brand new tools, making it extremely difficult, if not impossible, to do  
3 plaintiff's job;

4        96.        Adverse job assignments and reassignment to menial or degrading work,  
5 including dusting shelves;

6        97.        Assigning plaintiff menial tasks that duplicated other employees' efforts  
7 and were not commiserate with plaintiff's experience, knowledge and skills;

8        98.        Reassignment to work under younger supervisors with less experience,  
9 knowledge, and skills;

10       99.        Reduction in job responsibilities and transfer of job duties, including  
11 denying plaintiff assignment of duties and responsibilities given to other similarly  
12 situated employees who were less skilled, knowledgeable, and experienced than  
13 plaintiff, making it necessary for plaintiff to fix mistakes of other similarly situated  
14 employees in carrying out these duties and responsibilities;

15       100.       Demotion from lead man title;

16       101.       Refusing to reinstate plaintiff to his former duties and responsibilities as  
17 lead man;

18       102.       Refusing to promote plaintiff to supervisor, including promoting other  
19 similarly situated employees who were less skilled, knowledgeable, and experienced  
20 than plaintiff to supervisor positions and assigning plaintiff to nine different  
21 supervisors with less skill, knowledge, and experience than plaintiff over the span of  
22 one year and eight months;

23       103.       Issuing discriminatory work instructions;

24       104.       Daily shunning by supervisors and isolating plaintiff from the  
25 department;

26       105.       Unjustified negative evaluation and criticism of plaintiff's work  
27 performance;

28       106.       Terminating plaintiff;

1 107. Forbidding coworkers from speaking with plaintiff and seeking  
2 information on FMLA leave from plaintiff;

3 108. Commenting and joking about plaintiff taking FMLA leave in a  
4 discriminatory manner;

5 109. Falsely reporting in plaintiff's "Separation Check-Out" that plaintiff was  
6 terminated for violation of company policy

7 110. Falsely stating at a meeting with plaintiff and plaintiff's former and  
8 present supervisors and managers, and union representative, that plaintiff missed  
9 three days of work when plaintiff was at work on those days;

10 111. Management issuing demand at meeting with plaintiff and plaintiff's  
11 former and present supervisors and managers, and union representative that plaintiff  
12 surrender plaintiff's badge and stamp, immediately leave the work premises, and  
13 restricting plaintiff from stopping at union office or plaintiff's workstation;

14 112. Management remarks at meeting with plaintiff and plaintiff's former and  
15 present supervisors and managers, and union representative falsely denying plaintiff's  
16 grant of FMLA leave;

17 113. Management demanding plaintiff immediately leave the work premises;  
18 and

19 114. Unjustified negative evaluation in plaintiff's personnel file.

20 115. Defendants, and its agents and supervisors, failed to prevent  
21 discrimination and discharge of plaintiff because of FMLA leave.

22 116. As a proximate result of plaintiff's taking of FMLA leave, defendants  
23 subjected plaintiff to the foregoing employment actions.

24 117. As a proximate result of plaintiff's taking of FMLA leave, on or about  
25 March 11, 2014, defendants arranged a meeting with plaintiff and plaintiff's  
26 supervisor and union representative during which plaintiff was questioned and falsely  
27 accused of missing workdays with the intention of terminating his employment and  
28 terminated plaintiff's employment on March 11, 2014 at this meeting.

1        118.        After terminating plaintiff, on or about March 11, 2014, defendants  
2        falsely reported in plaintiff's "Separation Check-Out" that plaintiff's termination of  
3        employment was due to violation of company policy. Plaintiff's "Separation Check-  
4        Out" was issued on defendant Goodrich's letterhead and entered, dated, and signed  
5        by an employee of defendant UTAS. Per the statements in Plaintiff's "Separation  
6        Check-Out," defendant Hamilton Sundstrand issued plaintiff his final paycheck.

7        119.        Defendants' discriminatory actions against plaintiff constituted unlawful  
8        discrimination in employment on account of an employee's exercise of his or her  
9        right to take unpaid leave from work under the Family and Medical Leave Act, in  
10       violation of the Family and Medical Leave Act, 29 U.S.C. § 2601, et seq., and has  
11       resulted in damage and injury to plaintiff as alleged herein.

12       120.        As a proximate result of defendants' discriminatory actions, as alleged  
13       above, plaintiff has been harmed in that plaintiff has suffered the loss of the wages,  
14       salary, benefits, and additional amounts of money plaintiff would have received if  
15       plaintiff had not been terminated by defendant UTAS, including retirement benefits.  
16       As a result of such discrimination and consequent harm, plaintiff has suffered such  
17       damages in an amount according to proof.

18       121.        As a further proximate result of defendants' discriminatory actions, as  
19       alleged above, plaintiff has been harmed in that plaintiff has suffered the intangible  
20       loss of such employment-related opportunities as experience in the position held by  
21       plaintiff. As a result of such discrimination and consequent harm, plaintiff has  
22       suffered such damages in an amount according to proof.

23       122.        No adequate remedy exists at law for the injuries suffered by plaintiff  
24       herein, insofar as the employment opportunity that defendants have denied to plaintiff  
25       cannot be secured absent injunctive relief. If this court does not grant injunctive relief  
26       of the type and for the purpose specified below, plaintiff will suffer irreparable injury.  
27       Therefore, plaintiff requests the following injunctive relief: reinstatement in  
28       plaintiff's former position.



1 the discharge of his or her duties, or of his or her obedience to the directions of the  
2 employer."

3 130. Plaintiff incurred necessary business-related expenses in January 2013  
4 and February 2014 that were not reimbursed.

5 131. Plaintiff was required by Defendant UTAS to take two business trips as  
6 part of his job duties and was not reimbursed for his travel expenses. Defendant  
7 UTAS failed to reimburse plaintiff for these expenses.

8 132. Defendant UTAS owes plaintiff a total of approximately \$3,000 for  
9 expenses and costs that were not reimbursed to plaintiff.

10 133. Pursuant to Labor Code §§ 2800 and 2802, plaintiff is entitled to  
11 approximately \$3,000 for unreimbursed expenses incurred in in direct consequence of  
12 the discharge of his duties, or of his obedience to the directions of defendant UTAS.

13 134. Pursuant to Labor Code § 2802, subd. (b), plaintiff is entitled to interest,  
14 and reasonable attorney's fees and costs.

#### 15 **FOURTH CAUSE OF ACTION**

#### 16 **(Unlawful Deductions From Wages In Violation of Labor Code §§ 201 and 221** 17 **Against Defendant UTAS)**

18 135. The allegations set forth in paragraphs 1 through 134 are realleged and  
19 incorporated herein by reference.

20 136. At the time of termination, defendant UTAS failed to pay to plaintiff the  
21 wages that plaintiff had earned and that were then due.

22 137. California Labor Code § 221 provides: "It shall be unlawful for any  
23 employer to collect or receive from an employee any part of wages theretofore paid  
24 by said employer to said employee."

25 138. Defendant UTAS violated California Labor Code § 221 by unlawfully  
26 taking deductions from plaintiff's compensation to cover certain ordinary business  
27 expenses for defendant UTC, including two business trips plaintiff was required to  
28 take as part of his job duties.

1        139. Defendant UTAS' unlawful deductions and failure to pay the full  
 2 amount due plaintiff on violates the provisions of California Labor Code §§ 221 and  
 3 201. There is now due and owing to plaintiff the sum of approximately \$3,000.  
 4 Defendants have failed and refused, and continue to fail and refuse, to pay the amount  
 5 due.

6        140. Pursuant to Labor Code section 218.5, plaintiff requests that the court  
 7 award plaintiff reasonable attorney's fees and costs incurred by him in this action.

8        141. Pursuant to Labor Code section 218.6, plaintiff requests that the court  
 9 award plaintiff interest on all due and unpaid wages, at the legal rate specified by  
 10 Civil Code section 3289, subdivision (b), accruing from the date the wages were due  
 11 and payable.

## 12        **PRAYER**

13        WHEREFORE plaintiff prays judgment against all defendants as follows:

### 14        **AS FOR THE FIRST AND SECOND CAUSES OF ACTION**

15        1. For back pay, front pay, and other monetary relief according to proof,  
 16 including any wages, salary, employment benefits, or other compensation denied or  
 17 lost to such employee by reason of the violation, pursuant to 29 U.S.C.  
 18 §2617(1)(A)(i)(I);

19        2. For interest on the sum of damages awarded calculated at the prevailing  
 20 rate pursuant to 29 U.S.C. §2617(1)(A)(ii);

21        3. For liquidated damages equal to the sum of the amount described in  
 22 wages, salary, employment benefits, or other compensation denied or lost to such  
 23 employee by reason of the violation and the interest on this amount pursuant to 29  
 24 U.S.C. §2617(1)(A)(iii);

25        5. For equitable relief in the form of employment, reinstatement, and  
 26 promotion pursuant to 29 U.S.C. §2617(1)(B);

27        6. For reasonable attorney's fees, reasonable expert witness fees, and other  
 28 costs of the action pursuant to 29 U.S.C. §2617(3).

1 WHEREFORE plaintiff prays judgment against defendant UTAS as follows:

2 **AS FOR THE THIRD AND FOURTH CAUSES OF ACTION**

3 1. For compensatory damages in the amount of approximately \$3,000,  
4 representing unreimbursed expenses owed to plaintiff on March 11, 2014;

5 2. For interest on the amount of approximately \$3,000 from March 11,  
6 2014 pursuant to Labor Code § 2802, subd. (b);

7 3. For compensatory damages in the amount of approximately \$3,000  
8 representing unpaid wages owed to plaintiff on March 11, 2014;

9 4. For interest on the amount of approximately \$3,000 from March 11,  
10 2014 pursuant to Labor Code section 218.6, at the legal rate specified by Civil Code  
11 section 3289, subdivision (b);

12 5. For reasonable attorney's fees pursuant to Labor Code Sections 218.6  
13 and Labor Code § 2802, subd. (b);

14 6. For costs incurred herein pursuant to Labor Code Sections 218.6 and  
15 Labor Code § 2802, subd. (b).

16 **JURY DEMAND**

17 Plaintiff demands a trial by jury as to each claim herein.

18 DATED: December 16, 2015

OLINS RIVIERE COATES & BAGULA, LLP

19  
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